

## Contest Organizer & Qualification

1. Darlie 'Jolly Brushing with Rilakkuma™ '2017 ["Contest"] is organized by Hawley & Hazel Marketing (Malaysia) Sdn Bhd, Malaysia (Co. No. 105656-T) and is open to all Malaysians with a valid MyKad valid ["Participant"].

2. Individuals from the following groups are not eligible to participate in this Contest:

- Employees of the Organizer [including associated and related companies] and their immediate family members [children, parents, siblings, including spouses]; and/ or
- The Representative, staff, employees and / or agents of the advertising and / or promotion services of the Organizer [including its affiliated and related companies], and their immediate family members [children, parents, siblings, including spouses].
- Individuals who have a direct relationship with the staff of the Organizer [including associates and related companies]

## Contest Duration

1. This Contest will take place from 07 September 2017 at "00:00:001" to 04 October 2017 at "23:59:59" ["Contest Period"]. The Organizer reserves the right to amend the Contest Period at any time without prior notice. All entries received outside the Contest Period will be automatically canceled.

## Contest Entries and Eligibility

1. To participate in the Contest, participants must purchase any Darlie Jolly Junior toothbrush or toothpaste (see "**Participating Products**" table).

### Participating Products

- Darlie Jolly Junior Kids Toothpaste (Age 2-6) Vanilla
- Darlie Jolly Junior Kids Toothpaste (Age 6-10) Strawberry
- Darlie Jolly Junior Kids Toothbrush (Age 2-6)
- Darlie Jolly Junior Kids Toothbrush (Age 6-10)

2. Only the purchase of any Darlie Jolly Junior products at any participating Giant stores in Peninsular Malaysia (with a valid receipt dated within the Contest Period) is considered a valid entry in this Contest ("**Proof of Purchase**").

3. Participants will need to submit their entries via WHATSAPP ("**Contest Submission / Mod of Entry**")

- How to Participate:
- Any complete and submitted entries should contain the following:
  - **A clear photo of the receipt showing the purchase of any Darlie Jolly Junior products from participating Giant stores in Peninsular Malaysia**
  - **Fill in the following caption in 30 words or less "My kids enjoy Darlie Jolly Junior because ..."**

- **Send the photo of the receipt, your creative caption and your full name to 016 695 7159 (via WhatsApp)**
    - Participants will receive a reply via WhatsApp application within 72 hours (working days).
    - Participants are required to keep all original receipts (as Proof of Purchase). Failure to do so will result in the cancellation of prizes won by the Participant.
4. Participants can send as many entries but every ONE (1) receipt (with purchase of Darlie Jolly Junior product) is eligible for ONE (1) entry only. Each receipt can only be used once. Contest entries will be disqualified if the same receipt is used more than ONE (1) time.
  5. Each participant will only be eligible for ONE (1) Contest prize throughout the entire contest duration.
  6. Prizes are non-transferable and cannot be exchanged for cash, credit or any other prize.
  7. Participants are required to present proof of identification and Proof of Purchase during or before the redemption prize for the purpose of validation and checking. Receipt that is tampered with / faded / damaged will be considered invalid and will then be disqualified for this Contest.
  8. Winners will be selected in the following manner:
    - The most creative caption in 30 words or less (and with a valid entry) submitted via WhatsApp.

### **Contest Prizes**

1. Grand Prize x 2 winners: Rilakkuma Themed Dessert Table Decoration for 20pax worth RM2,500 (per winner) which includes the following:
  - 1x standard design party backdrop with customised name
  - 1x1 tier Rilakkuma butter filled cake
  - 20x Rilakkuma cupcakes
  - 20x cookies
  - 20 lollipops
  - 20x Rilakkuma party hat and table top decoration. (The decoration is based on standard party design; customization is strictly on names only).
2. Consolation Prizes x 30 winners: Rilakkuma merchandises.
3. Prizes are awarded on a "as is" basis and the Organizer reserves the right to change the specifications and colors to be provided. Specifications and colors may differ from visuals and images that appear on printed materials.
4. The Organizer reserves the right to substitute any of the prizes with that of similar value at any time at their absolute discretion without prior notice. All prizes are non-transferable, non-refundable and non-exchangeable for cash.

## **Liability & Responsibility**

1. Unless stipulated otherwise, all transportation cost, internet charges, personal costs and/or any other costs, fees and/or any kind of expenses incurred by the Participants in connection with this Contest (whether for the purpose of joining, participating in or receiving any benefit or prizes from the Contest) or for the purpose of prize redemption or related travelling are the sole responsibility of the Winner, and the Organizer, its affiliates, authorized agents or participating agencies accepts no responsibility whatsoever for these costs/charges/fees/expenses.
2. The Organizer, its affiliates, authorized third parties and participating agencies accepts no responsibility for entries lost, damaged, delayed in the post, or due to computer, IT or any technological error. The Participant is responsible for ensuring that his or her entry complies with all the rules and terms and conditions of the Contest, and that his or her entry reaches the Organiser in the form required by the Organiser.
3. By participating, you give permission to the Organizer to process your personal data which is provided for validation purposes.
4. The Organizer has the right to elect a third party ["Agency"] to process purchaser's personal data.
5. The Organizer shall take necessary precautions to ensure that purchaser's personal data is protected. The Agency will likewise adhere to the same precautionary measures.
6. By entering this Contest, all participants agree to release, discharge, and hold harmless the Organiser, its affiliates and agencies, and their employees, officers, directors and representatives from any claims, losses or damages arising out of or in connection with their participation in this Contest (including but not limited to, any error in computing any transaction, any breakdown or malfunction in any computer system or equipment), any Contest-related activities and the acceptance and/or use, misuse, or possession of any prize awarded hereunder.
7. All costs incurred by the Participant in relation to and/or with respect to the Contest and Prize including without limitation postal charges or Internet Service Provider (ISP) charges (if applicable), all transport costs, communication charges, accommodation, meal costs and other related costs incurred by the Participant as a result of and/or pursuant to his/her participation in the Contest, collection and additional costs related to the prize shall be solely borne by the Participant. The Organizer shall not be under any obligation to reimburse the Participant for any of such costs and expenses incurred thereof.
8. The Participant acknowledges that his/her participation in the Contest shall be at his/her own risks.
9. The Organizer, its agents, sponsors, representatives, affiliates and their respective directors, officers and employees, agents and assigns shall not be liable and/or responsible to any Participant in respect of:
  - i. any failure to win a Prize in the Contest, defective Prizes due to his/her negligence, act and/or omission or misuse of Prizes or any other loss, damages, costs, expenses, claims, liabilities, injury, death, accidents suffered by the Participant during the Contest or arising out of or in connection with the Contest, the participation by the Participant in the Contest and/or the Prizes awarded.
  - ii. any delay and/or failure in receiving and sending a Contest Entry as a result of any network, communication, ISP or system error, interruption and/or failure experienced by the Organizer or the

Participant's telecommunication service provider and/or resulting from participation or the downloading of any materials in the Contest.

- iii. any error (including error in notification of Contest winners), omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft, destruction, alteration of, or unauthorized access to entries, or entries lost or delayed whether or not arising during operation or transmission as a result of server functions, virus, bugs or other causes outside the Organizer's control.

10. The Organizer, its agents, sponsors and representatives shall not be liable to perform any of their obligations in respect of the Contest and this Terms and Conditions, rules and regulations in respect of the Contest where they are unable to do so as a result of circumstances beyond its control and shall not be liable to compensate the Participants in any manner whatsoever in such circumstances.

11. If the Organizer holds a prize giving ceremony, the winner aged 18 and under must attend and be accompanied by the parent / guardian.

### **Judging criteria**

1. The decision of the Organizer shall be final, binding and shall not be disputed. Any objection and / or complaint will not be entertained.

### **Winners Notification**

1. The winners will be notified via the Short Messaging System and / or via Phone call. All prizes must be claimed within 2 months from the notice period. The prize will be invalid and withdrawn if the winner fails to claim the prize within the stipulated period. The Organizer will not entertain any request for a deferment of the grace period.

2. The Organizer reserves the right to disqualify the winner's failure to comply with the prize collection procedure as determined by the Organizer.

3. The names of the winners will be announced on the website or at any other medium deemed appropriate by the Organizer within 60 days after the date of the contest. In the event where a winner does not receive any notification, notices posted on the website or at any medium will be deemed sufficient. Any reason by the winner who does not receive any notification will not be entertained by the Organizer for extension of the prize redemption period.

4. The Organizer reserves the right to appoint a third party to handle the process of verifying the Contest winners and for the purpose of delivery of prizes / merchandise.

## **Publicity**

1. By accepting the Contest prize, the winner will therefore indicate that authorization is given to the Organizer and its agencies to use the names and / or photographs of the participants for publicity, advertising and / or marketing purposes without any notice and / or compensation.

## **Compliance to the Contest Terms & Conditions**

1. In addition to these Terms and Conditions, all terms and conditions for participation in this Contest as set out on <http://www.darlie.com.my/whats-new/jolly-brushing-with-rilakkuma-giant-contest> shall be binding on all Participants and their participation in this Contest

2. In the event of any inconsistency involving these Terms and Conditions with any of the terms contained in any of these Contest promotional materials, the terms contained at <http://www.darlie.com.my/whats-new/jolly-brushing-with-rilakkuma-giant-contest> will prevail.

3. By participating in the Contest, the Participant is deemed to have read and agreed to all the terms and conditions contained herein and will comply with any and / or any decision made by the Organizer.

## **Changes to Terms & Conditions**

1. The Organizer reserves the right to change, amend, delete or add to this Contest Terms and Conditions without prior notice at any time and the Participants are bound to such changes.

## **Suspension**

1. The Organizer also reserves the right to cancel, modify, suspend or suspend this Contest in the event of unforeseen circumstances beyond reasonable control.

## **Personal Data Protection Act 2010**

Notice under Section 12 of the Personal Data Protection Act 2010 ("PDPA) to consumers of Hawley & Hazel Marketing (M) Sdn. Bhd.

Dear Consumers,

Under the PDPA, there are various requirements that regulate the processing of your personal data as an individual ("Individual"). It informs the Individual of your rights under the PDPA, including actions Individuals may take to exercise such rights and its consequences, and in particular:-

- (a) That we ["Organizer"] collect your personal data directly from the entry;
- (b) Individual's personal data is collected for the Darlie 'Jolly Brushing with Rilakkuma™ '2017 Contest
- (c) Individual has the right to access and correct your personal data once given;
- (d) Individual's personal data is disclosed to an elected Agency / Organizer for processing;

(e) The personal data requested from individual will only be used for the contest

(f) The personal data given is obligatory and all incomplete entries will render the participation void;

(g) Individual's personal data will be validated upon confirming entries and if there are changes to the personal data, the individual is required to update the Organizer.